

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGE

2. AMENDMENT/MODIFICATION NO. 300	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) RECEIVED
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		7. ADMINISTERED BY (If other than item 6) GS CONTRACTS	

05 SEP -7 PM 1:53

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430		9A. AMENDMENT OF SOLICITATION NO.
DUPLICATE ORIGINAL		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001
		10B. DATED (SEE ITEM 13) August 21, 1998
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT
THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by
of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to
solicitation and this amendment, and is received prior to the opening hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II (APR 1984)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification decreases the contract estimated cost and fee for the de-scope of de-watering support for NASA non CoF projects and decrease in Work Load Indicator for NASA/KSC Solid Waste Management Unit (SWMU) sites to 60,000 gallons per fiscal year. The period of performance is from April 1, 2005 through September 30, 2008. The contract estimated cost and fee is decreased by \$ 1,235,075 (cost) and \$98,806 (fee) for a total decrease of \$ 1,333,88

This change revises Article B-1, Section B of the Contract Schedule, Article B-3, Contract Value, Article B-4, Award Fee Article G-2, Contract Funding, as shown on attached pages. Also incorporated into the contract is Revised Attachment 12, Workload Indicator 2.2.1.21, (all attached).

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7 Sept 05	16B. UNITED STATES OF AMERICA <i>Lester S. Howard</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7 Sept 05

NSN 7540-01-152-6070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-85)
Prescribed by GSA
FAR (48 CFR) 53.243

ARTICLE B-3 CONTRACT VALUE			
<u>Basic Period Sep 98-30 Sep 03</u>			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
<u>Option Period 1 Oct 03 - 30 Sept 04</u>			
Option 1A			
(10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

<u>Option Period 1 Oct 04 - 30 Sept 06</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 300			
OPTION 1B			
(10/01/04-09/30/05)	\$292,301,292	\$19,120,778	\$311,422,070
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$127,231)	(\$10,179)	(\$137,410)
Total FY05	\$318,070,006	\$19,110,599	\$337,180,605
(10/01/05-09/30/06)	\$259,738,311	\$17,157,803	\$276,896,114
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$356,623)	(\$28,530)	(\$385,153)
Total FY06	\$288,483,342	\$17,129,273	\$305,612,615
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$612,085,503	\$36,682,444	\$648,767,947
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,038,735,103	\$117,784,102	\$2,156,519,205
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
<u>Option Periods 1 Oct 06 - 30 Sep 08</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,589,361	\$17,465,604	\$282,054,965
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$369,132)	(\$29,531)	(\$398,663)
Total FY07	\$296,087,499	\$17,436,073	\$313,523,572
(10/01/07-9/30/08)	\$271,525,837	\$17,915,019	\$289,440,856
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$382,089)	(\$30,567)	(\$412,656)
Total FY08	\$304,592,585	\$17,884,452	\$322,477,037

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$608,066,515	\$35,911,440	\$643,977,955
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,646,801,618	\$153,695,542	\$2,800,497,160
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

The amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment J-8, Award Fee Evaluation Plan, and other provisions of this contract as applicable. The following specifies by award fee period the amount of available award fee, the amount of earned award fee, and the award fee score.

BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 298	Total Award Fee For Mod 300	Adjusted Available Award Fee	Earned Award Fee Mod 298	Earned Award Fee Mod 300	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,740,703		\$7,740,703	\$6,191,089		\$6,191,089	80% Mod 15
04/01/99	09/30/99	\$6,092,693		\$6,092,693	\$4,899,611		\$4,899,611	80% Mod 36
10/01/99	03/31/00	\$7,836,449		\$7,836,449	\$6,736,364		\$6,736,364	86% Mod 57
04/01/00	09/30/00	\$6,456,518		\$6,456,518	\$5,485,038		\$5,485,038	85% Mod 75
10/01/00	03/31/01	\$7,589,135		\$7,589,135	\$6,755,433		\$6,755,433	89% Mod 99
04/01/01	09/30/01	\$6,976,163		\$6,976,163	\$6,292,670		\$6,292,670	91%Mod118
10/01/01	03/31/02	\$5,875,084		\$5,875,084	\$5,344,560		\$5,344,560	91%Mod127
04/01/02	09/30/02	\$9,804,416		\$9,804,416	\$8,720,336		\$8,720,336	92%Mod147
10/01/02	03/31/03	\$8,053,345		\$8,053,345	\$7,539,712		\$7,539,712	94%Mod167
04/01/03	09/30/03	\$8,060,951		\$8,060,951	\$7,632,960		\$7,632,960	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,207,005		\$8,207,005	\$7,945,686		\$7,945,686	97%Mod248
10/01/04	03/31/05	\$9,989,541		\$9,989,541	\$9,290,273		\$9,290,273	93%Mod 283
04/01/05	09/30/05	\$10,048,305	(\$10,179)	\$10,038,126				
10/01/05	03/31/06	\$8,714,743	(\$14,200)	\$8,700,543				
04/01/06	09/30/06	\$8,667,833	(\$14,330)	\$8,653,503				
BASIC SUBTOTAL		\$128,006,802	(\$38,709)	\$127,968,093			\$117,784,102	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,724,360	(\$14,702)	\$8,709,658				
04/01/07	09/30/07	\$8,742,245	(\$14,828)	\$8,727,417				
10/01/07	03/31/08	\$8,947,208	(\$15,217)	\$8,931,991				
04/01/08	09/30/08	\$8,966,810	(\$15,350)	\$8,951,460				
OPTION SUBTOTAL		\$35,380,623	(\$60,097)	\$35,320,526				
GRAND TOTAL		\$163,387,425	(\$98,806)	\$163,288,619				

[illegible]

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE**Section B****Supplies or Services and Prices/Costs****ARTICLE B-1 SUPPLIES OR SERVICES**

The contractor shall provide joint base operations and support services/supplies in accordance with this contract and the Statement of Work, Attachment J-1.

PHASE-IN	A firm-fixed-price phase-in period between award and initiation of the basic period of performance, not to exceed 23 days
BASIC	Joint Base Operations and Support Services for a 5 year performance period. (10/1/98-9/30/03)(Excludes work contained in Option 2A)
OPTION 1A	Joint Base Operations and Support Services to extend the term of the contract for a period of 1 year. (10/1/03-9/30/04) (Mod 135)
OPTION 1B	Joint Base Operations and Support Services to extend the term of the contract for a period of 2 years. (10/1/04-9/30/06) (Mod 135)
OPTION 1C	Joint Base Operations and Support Services to extend the term of the contract for a period of 2 years. (10/1/06-9/30/08) (Mod 135)
OPTION 2A	Continuation of communication support for NASA administrative and institutional management. (10/1/01-9/30/03) (See Article B-7) (Not exercised, Mod 112)
OPTION 2B	Continuation of communication support for NASA administrative and institutional management. (10/1/03-9/30/08) (See Article B-7) (Exercise of this option is contingent upon exercise of Options 1 and 2A) (Not exercised, Mod 112)
OPTION 3AA	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/99-9/30/00) (See Article B-8)
OPTION 3AB	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/00-9/30/01) (See Article B-8)
OPTION 3AC	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/01-9/30/02) (See Article B-8)
OPTION 3AD	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/02-9/30/03)(See Article B-8)
OPTION 3BA	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/03-9/30/04) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1A) (Mod 135)
OPTION 3BB	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/04-9/30/06) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)

ARTICLE B-1

SUPPLIES OR SERVICES (Con't)

- OPTION 3BC Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/06-9/30/08) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)
- OPTION 4A Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (1/1/02-9/30/03) (See Article B-9) (Not exercised, Mod 134)
- OPTION 4BA Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/03-9/30/04) (See Article B-9) (Not exercised, Mod 199)
- OPTION 4BB Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/04-9/30/06) (See Article B-9) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)
- OPTION 4BC Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/06-9/30/08) (See Article B-9) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)
- OPTION 5A Option for transient alert/AGE maintenance services at Patrick Air Force Base. (4/1/99-9/30/03) (See Article B-10)
- OPTION 5BA Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/03-9/30/04) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1A) (Mod 135)
- OPTION 5BB Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/04-9/30/06) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)
- OPTION 5BC Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/06-9/30/08) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)
- OPTION 6 ~~DELETE OPTION 6~~ Priced Options for KSC regular dewatering support at KSC SWMU sites. (10/1/02-9/30/08) (See Article B-14 for pricing information) (Mod 163)
- OPTION 7 ~~DELETE OPTION 7~~ Priced Options for KSC construction dewatering support at KSC SWMU sites. (10/1/02-9/30/08) (See Article B-14 for pricing information) (Mod 163)

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JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-12

WORKLOAD INDICATORS

The contractor shall provide a written statement certifying the accuracy of the workload data on an annual basis as of 30 September of each fiscal year. The first statement shall be no later than 30 September 2003.

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
2.2.1.1	Operations, Maintenance, and Engineering	* Three programmable signs, one each located at the Port, at the South Gate, and at the west entrance to CCAFS.		
2.2.1.21	Special Dewatering Support	* Dewatering support for NASA programs, contractors, and tenants. Dewatering: FY03-1.5M gal, FY04-1.5M gal, FY05-60K gal, FY06-60K gal, FY07-60K gal, FY08-60K gal.	MOD 300	
2.2.1.3		* 515 KSC excavation permits issued to third parties		
2.2.1.3, 2.2.1.41, 2.2.1.51	Facilities, Systems, Equipment, Utilities (F/S/E/U)			
2.2.2	Refuse, Pest Control, and Grounds Maintenance	KSC Landfill includes: * 1,290 cu. yards/Mo. Cover material weekly. * 200,000 cu. yards of soil required to perform lift and sealing procedures as necessary. * 1,000 (cu. yards) KSC Landfill Cover material/month. Clear Land: * Camera and Press Lines of Sight: 250 acres/yr. * KSC Clear Land Camera & Press Lines of Sight: 4 acres. * Fire Breaks and Utility Lines: 450 acres/yr. * KSC Clear Land Fire Breaks & Utility Lines: 81 acres. * Pre-surveying of Site Plans: 100 acres/yr.	MOD 205	
2.2.2	Refuse, Pest Control, and Grounds Maintenance			